

Performance Grant Agreement for 2005 Competitive Renewal Grants

Grant Number:

Official Contact:

Title:

Mailing Address:

Telephone:

FAX Number:

Tax ID No.:

Email Address:

Project Location (City/Co. & State):

HOUSING OPPORTUNITIES FOR PERSONS WITH AIDS PERFORMANCE GRANT AGREEMENT FOR FY2005

This Performance Grant Agreement (Agreement) is made between the United States Department of Housing and Urban Development (HUD) and

(Grantee).

Upon execution of this Agreement, HUD agrees to provide \$ _____ to Grantee to carry out the competitively selected renewal project described in the Application, Exhibit A (as revised by Performance Grant Conditions), Exhibit B, and this Agreement.

Grantee shall have access to these federal funds only upon the resolution of the condition(s) specified in the Agreement. Failure to resolve the condition(s) will constitute a default, subject to the remedial actions provided in this Agreement.

The term of this Agreement shall begin on _____(mm/dd/yyyy) and end on _____(mm/dd/yyyy), or three years from the beginning date of this agreement, whichever comes first. Notwithstanding the foregoing, the term of this Agreement may not begin until the original grant agreement has expired.

The Grantee may use grant funds for eligible costs and/or expenses under the Act and the Regulations, and as described in Exhibits A and B, incurred between _____
_____[INSERT THE DATE OF NOTIFICATION OF THE AWARD] and the beginning date of this Agreement.

Notwithstanding anything to the contrary in the application, grant funds must be used consistent with Exhibit B, grant conditions, and negotiated changes to the application, if any. Exhibit B also provides for agreement on the Grantee's commitment for an expected level of housing output results to be achieved during each of the operating years under this award.

Exhibit B provides for the HUD-approved list of commitments of other resources to be used in conjunction with HOPWA funds. Failure to evidence these commitments may result in a notice of default and affect the project's continued access to these federal funds.

This Agreement will be governed by the requirements of the AIDS Housing Opportunity Act, 42 USC 12901 et seq. (Act), the Housing Opportunities for Persons With AIDS (HOPWA) Program Regulations, 24 CFR 574 (the Regulations), and the Super Notice of Funding Availability (NOFA) published in the Federal Register on March 21, 2005. The Regulations are attached hereto as Exhibit C and are incorporated into this Agreement.

The terms "Grant" and "Grant Funds" mean the funds provided under this Agreement.

The term "Application" means the application submissions on the basis of which a Grant was originally approved by HUD, including certifications and assurances and any information or documentation required to meet grant award conditions. The Application, _____, (Grantee's original or existing grant number) is incorporated herein, as updated through the "Renewal Application" and, if applicable, through a HUD-approved grant amendment. However, in the event of conflict between a provision of the Application and a provision of this Agreement document, the latter shall control.

The term "Renewal Application" means the application submission on the basis of which the 2005 Grant renewal was approved by HUD, including certifications and assurances, and any information or documentation required to meet renewal grant award conditions. The Renewal Application, _____ (2005 Grant Number), is incorporated herein as part of this Agreement as Attachment "A". In the event of conflict between a provision of the Renewal Application and any provision of this Grant Agreement document, the latter shall control.

"Project Sponsor" means any private nonprofit organization or governmental housing agency that receives funds under a contract with the Grantee to carry out eligible activities identified in the Application.

Grantee agrees to and will ensure that each Project Sponsor agrees to:

- (1) operate the program in accordance with the applicable HUD regulations;
- (2) comply with and meet the performance measure benchmarks established in the NOFA for the implementation and operation of this award;
- (3) conduct approved activities in order to achieve the planned housing performance goals for housing outputs established by the renewal application, . The performance goals may also involve a performance plan for the number of additional persons served with related supportive services;
- (4) conduct an ongoing assessment of the permanent supportive housing assistance required by the participants in the program, including annual assessments of their housing

situations, and report on the annual achievement of HOPWA client outcome goals in achieving stable housing, reducing risks of homelessness and improving access to care for beneficiaries;

(5) assure the provision of supportive services to participants in the permanent housing program and fulfill the commitment to use other leveraged funds for HOPWA activities by documenting the use of an amount of funds consistent with the HUD-approved list of commitments found in Exhibit B;

(7) comply with such other terms and conditions, including record keeping and reports (which must include racial and ethnic data on participants, annual housing outputs and client housing outcomes) for program monitoring and evaluation purposes, as HUD has established for purposes of carrying out the program in an effective and efficient manner; and

(8) agree to maintain records of beneficiary and program activity eligibility, including documentation that evidences compliance with agreements noted above.

Grant Purpose and Agreements to Provide Permanent Supportive Housing. As a requirement for the receipt of these federal funds, Grantee agrees to maintain project eligibility and related documentation on the following:

(1) Agreement to Continue the Provision of Permanent Housing. The project will continue to provide permanent supportive housing support to HOPWA eligible persons over the operating period of this grant. At least 51 percent of the HOPWA program activity funds awarded to the project must be used for this purpose. Any new funds, including commitments of other funds, must be utilized to provide permanent supportive housing to eligible persons for the planned annual outputs.

(2) Agreement to Continue the Use of Other Resources. If your project will rely on other state, local, federal, or private resources to provide the permanent housing or supportive services portion of your project, as documented and approved by HUD in commitment letters for leveraging, you must ensure that the other resources will continue to be available for that purpose throughout the commitment period noted in the grant. Failure to use committed resources as documented and approved by HUD will constitute a grant default, which may result in grant sanctions, including reductions in amounts awarded for supportive services.

(3) Agreement on Permanent Client Occupancy. For projects providing permanent housing, excluding short-term mortgage, rent, and utility payments projects, Grantee must maintain evidence that the client has a continuous legal right to remain in the unit or property and has access to ongoing supportive services provided through qualified providers. Grant files must include a copy of the standard lease form or occupancy agreement used for residents of the project. The lease or occupancy agreement must be for a term of at least one-year. The lease or occupancy agreement must also be automatically renewable upon expiration, except on reasonable prior notice by either the tenant or the landlord. Failure to maintain this project documentation of the client's lease or occupancy agreement will constitute a grant default.

Grantee agrees to comply with environmental review requirements, as set forth at 24 CFR Part 58. Where applicable, Grantee also agrees to provide HUD with information necessary for HUD to perform any required environmental review under 24 CFR Part 50. Grantee shall carry out mitigating measures required by HUD or select alternate eligible property resulting from such review. Grantee shall not acquire, rehabilitate, convert, lease, repair or construct property, or commit HUD or local funds to such program activities with respect to any such property, until it has received notice from HUD that the environmental review is complete.

A default shall consist of any use of grant funds for a purpose other than those authorized by this Agreement, noncompliance with the Act or Regulations, failure to comply with or meet the performance benchmarks established in the NOFA, failure to fulfill commitments established in Exhibit B, noncompliance with or any material breach of the Agreement, failure to expend grant funds in a timely manner, or misrepresentations in the Application submissions which, if known by HUD, would have resulted in a Grant not being provided. Upon due notice to the Grantee of the occurrence of any such default and the provision of a reasonable opportunity to respond, HUD may take one or more of the following actions:

- (a) direct the Grantee to submit progress schedules for completing approved activities;
- (b) issue a letter of warning advising the Grantee of the default, establishing a date by which corrective actions must be completed and putting the Grantee on notice that more serious actions will be taken if the default is not corrected or is repeated;
- (c) direct the Grantee to suspend, discontinue or not incur costs for the affected activity;
- (d) reduce or recapture the grant;
- (e) direct the Grantee to reimburse the program accounts for costs inappropriately charged to the program;
- (f) continue the grant with a substitute Grantee selected by HUD;
- (g) any other appropriate action including, but not limited to, any remedial action legally available, such as affirmative litigation seeking declaratory judgment, specific performance, damages, temporary, or permanent injunctions and any other available remedies.

No delay or omissions by HUD in exercising any right or remedy available to it under this Agreement shall impair any such right or remedy or constitute a waiver or acquiescence in any Grantee default.

This Agreement is hereby executed by the Parties on the dates set forth below their respective signatures, as follows:

UNITED STATES OF AMERICA
Department of Housing and Urban Development
By: The Secretary or HUD designated signatory

By: _____
(Signature)

(Title)

(Date)

GRANTEE

By: _____
(Authorized signatory)

(Type in name of authorized signatory)

(Title of authorized signatory)

(Date)

[NOTE TO CPD FIELD REPRESENTATIVES] Please make sure that a copy of the approved budget line items, housing output commitments, approved leveraging commitments, a list of any conditions, and a copy of the HOPWA regulations are attached.